



Agenda Item No. 12h.

Staff Report

Date: May 12, 2022

To: Mayor Robbins and Council Members

From: Richard Simonitch, Public Works Director

Subject: Consultant Services Agreement with Moe Engineering Inc. for Civil Engineering professional services for the Ross Common Pathway Rehabilitation Project.

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a consultant services agreement with Moe Engineering Inc. for civil engineering professional services in an amount not to exceed \$86,920 related to the Ross Common Pathway Rehabilitation Project.

Background and discussion:

The "Ross Common Landscape Improvement Plan" (the plan) was adopted by the Town Council on December 9, 2021. The plan considers the various users of the Common, the relationship to adjacent places (Downtown, the Post Office, pedestrian routes and bikeways, and Ross School), and the Common's connection to the greater community. The plan includes actionable and implementable improvements for the immediate term as well as ideas that can be phased over time. The purpose of the plan is to identify repairs and improvements that can be made right away and with community input, guide future improvements as additional funding sources become available.

Based on a prioritization matrix, the plan recommends that the most immediate repair project is to repave the cracked walking paths. The scope of work for the Ross Common Pathway Rehabilitation Project and this consultant services agreement (CSA) specifically addresses this element of the plan.

The plan identifies one rehabilitation and one improvement recommendation each for the walking paths throughout the Common which will be incorporated into the scope of work for the CSA. These are:

1. The existing paths shall be repaved in the existing location with minimal adjustments in path width in order to maintain the rustic nature of the Common.

2. Realignment of the pathway near the irrigation storage tanks and utility space near the Redwood Area should allow for screening planting to occur between the edge of the pathway and the adjacent chain link fence. The standardized path widths and locations from the plan are shown on Attachment 1.

Moe Engineering, Inc. (MEI) was selected to prepare the plans, specifications, estimates, and construction management services the Ross Common Pathway Rehabilitation Project because of their long-term institutional knowledge of the Town's infrastructure and Ross Common in particular. MEI's proposal (included in attachment 1) provides a breakdown of consulting services by task and level of effort, and MEI's current fee schedule which is consistent with the rates of Consultants who provide similar services. Staff has reviewed the proposal documents and finds that they are reasonable to accomplish the project task descriptions. The Town Engineer will have overall responsibility to manage the contract and review consultant invoices to ensure the expenditures remain within contract limits.

Fiscal, resource and timeline impacts:

The CSA contract fees are not to exceed \$86,920. MEI's contract fee under this CSA as well as construction costs will be funded by the Fiscal Year 21-22 and 22-23 Facilities and Equipment Fund. Up to \$140,000 from the California Department of Parks and Recreation's Per Capita grant program, enabled through Proposition 68, will be allocated to the Facilities and Equipment Fund for FY 22-23 to help pay for design and construction of the project. Construction costs for this project are estimated to be \$360,000 and construction is expected to commence in mid-July of 2022 after the 4th of July holiday and conclusion of Ross Recreation summer programs. The Town will provide notification to residents of the construction schedule and coordinate with Ross School to minimize disruption to the community.

Environmental review

The Town finds this project to be categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, because it involves rehabilitation of existing streets, sidewalks, and gutters that will not create additional automobile lanes and involves negligible or no expansion of use. (14 Cal. Code Regs. § 15301).

Attachments:

1. Plan showing standardized path widths and locations
2. Consultant Services Agreement with scope of services

ATTACHMENT 1

Attachment 1: Standardized Path Widths and Locations
Ross Common Pathway Rehabilitation Project

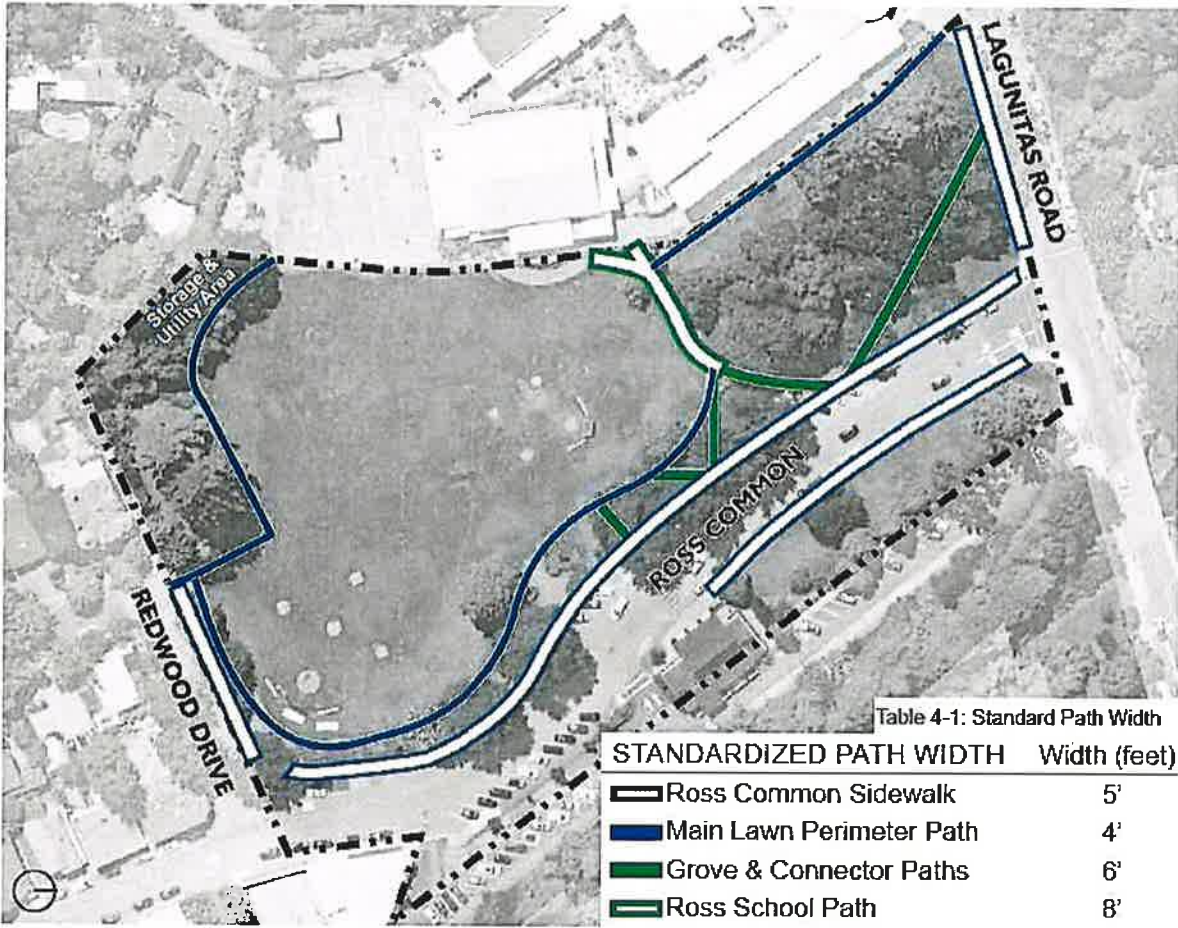


Figure 4-2: Standard Walking Paths

ATTACHMENT 2

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Town of Ross, California, as of _____, 2022, by and between the Town of Ross, a municipal corporation (the "CITY") and MOE ENGINEERING, INC., Inc. ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A" or as may be mutually agreed upon between CITY and CONSULTANT.

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Ross, a municipal corporation

By: _____

CONSULTANT

By: _____

Exhibit A

SCOPE OF SERVICES

See Consultant Proposal, attached as Exhibit "A".

EXHIBIT A - SCOPE OF SERVICES



2950 Montecito Avenue
Santa Rosa, CA 95404
(707) 544 - 6274 FAX (707) 544 - 9086

April 1, 2022

Richard Simonitch, Director of Public Works/City Engineer
Town of Ross
P.O. Box 320
Ross, CA 94957

Subject: Cost Proposal for Professional Engineering Design Services for
2022 Ross Common Pathway Project

Dear Rich:

We are pleased to provide this proposal for engineering services for the subject projects. The scope of work includes ONE project as further described below:

Project A - Ross Common Pathway Improvement Project

This project involves replacing and upgrading existing asphalt paths in Ross Common to provide a smoother, unbroken access pathway meeting ADA requirements through the use of asphalt pavement removal, root removal, base restoration, and asphalt paving. Additional work may include adjoining concrete sidewalk and asphalt walkway repair as appropriate, and the expansion, relocation, or removal of asphalt within limits shown on attached exhibits. All asphalt pathway paving will use a 3/8" maximum aggregate size to maximize surface qualities for a pedestrian environment.

The construction is assumed to occur during fiscal year 2022/23. The fees for services included in this proposal are detailed in the attached Estimated Level of Effort spreadsheet and provided as separate tasks:

Task 1 – Preliminary Scoping Budget **\$ 6,788.00**

- Project Setup, management, coord. w/ City staff regarding CAD/GIS file management
- Scoping - thru completion, budget estimate - construction & overall project
- Field review
- Meetings - up to 2 each

Task 2 – Design Development **\$ 7,790.00**

- Compile mapping & record information
- Design coordination, receive comments, revisions
- Design Development Exhibit - project layout, critical issues details

Task 3 – Plans, Specifications & Estimate (PS&E) - 60% Submittal \$ 19,060.00

- Field Survey - curb ramps, striping layout as needed
- Design Drawings - 60%
- Preliminary specifications - 60%
- Design Development Exhibit - project layout, critical issues details

Task 4 – Plans, Specifications & Estimate (PS&E) - 90% Submittal \$ 11,372.00

- Meet w/ City staff - review 60% design comments
- Review/revise scope to meet project budget needs
- Design Drawings - 90%
- Preliminary specifications - 90%
- Update Engineer's Estimate

Task 5 – Plans, Specifications & Estimate (PS&E) - 100% Submittal \$ 8,224.00

- Meet w/ City staff - review 90% design comments
- Design Drawings - 100%
- Specifications - 100%
- Final Engineer's Estimate

TOTAL PS&E DESIGN TASKS \$ 53,234.00

Task 6 – Bid Phase Services \$ 5,236.00

- Respond to questions from contractors, prepare addenda as necessary
- Bid Analysis / Award Recommendation

Task 7 – Construction Management & Inspection \$ 23,184.00

- Attend Pre-Construction Conference
- Submittal Review - up to 20
- Respond to RFIs - up to 5
- Field Inspection & coord. w/ Town staff
- Mileage & Reimbursables

Task 8 – Record Drawings \$ 5,266.00

- Meet w/ project team to prepare record drawings
- Prepare Record Drawings (in a format acceptable to City) - using As-Builts prepared during construction
- Assemble & transmit CAD, GIS, PDF files to City

TOTAL – BID PHASE/CONSTRUCTION ASSIST/RECORD DWGS \$ 33,686.00

PROJECT A - TOTAL ALL TASKS \$86,920.00

We propose to provide the above **Engineering Design, Bid Phase & Construction Management Services** based on time and materials basis, pursuant to the attached Estimated Level of Effort and Fee Schedule, for an amount Not-to-Exceed of **\$86,920.00**

The following items are specifically excluded from this proposal:

- Environmental compliance studies and technical memos.
- Structural, Traffic, Electrical, Mechanical engineering services
- Payment of any fees associated with the submittal or completion of this project.

If you have any questions or would like clarification of the proposed services, please feel free to call.

Thank you for the opportunity to provide this proposal. We look forward to working with you on this project. I am authorized to execute an agreement with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "John Moe", written in a cursive style.

John L. Moe, PE
President, Moe Engineering, Inc.

Attachments:

Estimated Level of Effort – four projects
Moe Engineering Fee Schedule
2022 Ross Common Landscape Improvement & Rehab Plan Exhibit

Town of Ross

Project A - 2022 Ross Common Pathway Improvement Project

Estimated Level of Effort

Moe Engineering, Inc.	
Date:	4/1/2022
Job No. 2022-008a	

Category	Rate	Labor Cost					Task	Project
		Principal	Sr. Eng./LS	Associate Eng.	Assist. Eng.	Eng. Tech		
		\$ 232.00	\$ 203.00	\$ 175.00	\$ 156.00	\$ 145.00	Amount	Total

Task 1 - Preliminary Scoping Budget

1.1	Project Setup, management, coord. w/ City staff regarding CAD/GIS file management	Hours	2			4		
		Amount	\$ 464.00	\$ -		\$ 624.00	\$ -	\$ 1,088.00
1.2	Scoping - thru completion, budget estimate - construction & overall project	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
1.3	Field review	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
1.4	Meetings - up to 2 each	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
Subtotal Task 1								\$ 6,788.00

Task 2 - Design Development

2.1	Compile mapping & record information	Hours	2	2		4		
		Amount	\$ 464.00	\$ 406.00		\$ 624.00	\$ -	\$ 1,494.00
2.2	Design coordination, receive comments, revisions	Hours	2	4		8		
		Amount	\$ 464.00	\$ 812.00		\$ 1,248.00	\$ -	\$ 2,524.00
2.3	Design Development Exhibit - project layout, critical issues details	Hours	2	4		16		
		Amount	\$ 464.00	\$ 812.00		\$ 2,496.00	\$ -	\$ 3,772.00
Subtotal Task 2								\$ 7,790.00

Task 3 - Plans, Specifications & Estimate (PS&E) - 60% Submittal

3.1	Field Survey - Paths, curb ramps, layout as needed	Hours	2	8			8	
		Amount	\$ 464.00	\$ 1,624.00		\$ -	\$ 1,160.00	\$ 3,248.00
3.2	Design Drawings - 60%	Hours	2	16		40		
		Amount	\$ 464.00	\$ 3,248.00		\$ 6,240.00	\$ -	\$ 9,952.00
3.3	Preliminary specifications - 60%	Hours	2	8		8		
		Amount	\$ 464.00	\$ 1,624.00		\$ 1,248.00	\$ -	\$ 3,336.00
3.4	Preliminary Engineer's Estimate	Hours	2	4		8		
		Amount	\$ 464.00	\$ 812.00		\$ 1,248.00	\$ -	\$ 2,524.00
Subtotal Task 3								\$ 19,060.00

Task 4 - Plans, Specifications & Estimate (PS&E) - 90% Submittal

4.1	Meet w/ City staff - review 60% design comments	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
4.2	Review/revise scope to meet project budget needs	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
4.3	Design Drawings - 90%	Hours	2	4		16		
		Amount	\$ 464.00	\$ 812.00		\$ 2,496.00	\$ -	\$ 3,772.00
4.4	Preliminary specifications - 90%	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
4.5	Updated Engineer's Estimate	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
Subtotal Task 4								\$ 11,372.00

Task 5 - Plans, Specifications & Estimate (PS&E) - 100% Submittal - Final

5.1	Meet w/ City staff - review 90% design comments	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
5.2	Design Drawings - 100%	Hours	2	4		8		
		Amount	\$ 464.00	\$ 812.00		\$ 1,248.00	\$ -	\$ 2,524.00
5.3	Final specifications - 100%	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
5.4	Final Engineer's Estimate	Hours	2	4		4		
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00
Subtotal Task 5								\$ 8,224.00

TOTAL - PS&E: \$ 53,234.00

Task 6 - Bid Phase Services

6.1	Respond to questions from contractors, prepare addenda as necessary	Hours	2	8		8			
		Amount	\$ 464.00	\$ 1,624.00		\$ 1,248.00	\$ -	\$ 3,336.00	
6.2	Bid Analysis / Award Recommendation	Hours	2	4		4			
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00	
Subtotal Task 6								\$ 5,236.00	

Task 7 - Construction Management & Inspection

7.1	Attend Pre-Construction Conference	Hours	2	4		4			
		Amount	\$ 464.00	\$ 812.00		\$ 624.00	\$ -	\$ 1,900.00	
7.2	Submittal Review - up to 10	Hours	2	8		20			
		Amount	\$ 464.00	\$ 1,624.00		\$ 3,120.00	\$ -	\$ 5,208.00	
7.3	Respond to RFIs - up to 5	Hours	2	8		8			
		Amount	\$ 464.00	\$ 1,624.00		\$ 1,248.00	\$ -	\$ 3,336.00	
7.4	Field Inspection & coord. w/ Town staff	Hours	4	4	60				
	(assume 6 weeks at 10 hrs/wk)	Amount	\$ 928.00	\$ 812.00	\$ 10,500.00	\$ -	\$ -	\$ 12,240.00	
7.5	Mileage & Reimbursables	Hours							
		Amount	\$ -	\$ -		\$ -	\$ -	\$ 500.00	
Subtotal Task 7								\$ 23,184.00	

Task 8 - Record Drawings

8.1	Meet w/ project team to prepare record drawings	Hours	2	2		8			
		Amount	\$ 464.00	\$ 406.00		\$ 1,248.00	\$ -	\$ 2,118.00	
8.2	Prepare Record Drawings (in a format acceptable to City) - using As-Builts prepared during construction	Hours	1	2		8			
		Amount	\$ 232.00	\$ 406.00		\$ 1,248.00	\$ -	\$ 1,886.00	
8.3	Assemble & transmit CAD, GIS, PDF files to City	Hours	1	2		4			
		Amount	\$ 232.00	\$ 406.00		\$ 624.00	\$ -	\$ 1,262.00	
Subtotal Task 8								\$ 5,266.00	

TOTAL - Bid Phase/Design Services During Construction/Record Drawings:	\$ 33,686.00
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Total - All Tasks	\$ 86,920.00
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FEE SCHEDULE

Effective 2022

Principal	\$232.00/hour
Senior Engineer	\$203.00/hour
Land Surveyor	\$203.00/hour
Associate Engineer/Inspector	\$175.00/hour
Assistant Engineer	\$156.00/hour
Engineering/Survey Technician	\$145.00/hour
Drafting Technician	\$127.00/hour
Administrative Support	\$ 87.00/hour
Field Survey Crew (2-person)	\$348.00/hour

All charges and fees including subconsultant fees, cost of prints, copies, travel, telephone toll charges and other non-labor related expenses paid by this firm to others on behalf of the client shall be billed at the cost of the charge or fee plus 15% handling and accounting fee. All invoices are due within 30 days of the date of the invoice.

Annual rate escalation will be calculated at 3% on a calendar-year basis.

EXHIBIT B

PAYMENT SCHEDULE

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Time and Materials not to exceed \$86,920 per attached Exhibit "A" Consultant Proposal

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONTRACTOR shall submit monthly invoices to the City for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the CITY.

EXHIBIT C

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent CONSULTANT and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to

receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its CONSULTANTS, consultants, and developers. When local projects require, sub Consultants, CONSULTANTS, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, CONSULTANT, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

15) TERM OF THIS AGREEMENT. The term of this agreement shall be for a period of 2 years from the date this agreement was executed.

EXHIBIT D

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional

insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONSULTANTS. CONSULTANT shall require all sub Consultants to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-CONSULTANT's insurance shall not relieve CONSULTANT from any claim arising from sub-CONSULTANTS work on behalf of CONSULTANT.